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at the end of his term. Mo. Rev. St. (1889) sec. 3175. Even where the relation is still admitted to be that of debtor and creditor, the treasurer is liable in trover for money converted to his own use. *Monroe Township v. Whipple* (1885) 56 Mich. 216. The culmination of this development is illustrated by the position of the county official under Mich. Comp. Laws (1901) secs. 1197-1200, which state that he must keep the public funds separate from his own, may not loan them, may deposit them in a bank only when authorized, and is then to pay the interest over to the county. *Board of Supervisors of Kent County v. Verkerke* (1901) 128 Mich. 202. Yet the absolute liability which was founded in the debtor-creditor relation has persisted throughout. Only for dispositions of the public money authorized by the representatives of the public is the official relieved of responsibility. See *State v. Hauser* (1878) 63 Ind. 155; *City of Newark v. Dickerson* (1883) 45 N. J. L. 38. In the principal case the power of the village board of trustees to authorize the deposit in a particular bank is doubted, and it is denied that their resolution was such authorization as would free the treasurer from liability, even if they have such power.

K. N. L.

NEGLIGENCE—LIABILITY OF MANUFACTURER TO THIRD PARTIES—NATURE OF THE GOODS AT TEST.—FORD MOTOR CO. V. LIVESAY (1916) 160 PAC. (OKL.) 901.—The plaintiff bought an automobile from a person not shown to be an agent of the defendant, and was injured when the spokes of one of the wheels broke. The wheel had not been made by the defendant, but the complete machine had been assembled by him. *Held*, that a manufacturer of an automobile is not liable to third parties, who are not in contractual relations with him, for negligence in the construction or manufacture of such machine.

There is a recognized conflict as to whether automobiles should be put in the class of imminently dangerous articles for which manufacturers are vicariously responsible. The courts of two states have held that they should be so regarded. *Olds Motor Works v. Shaffer* (1911) 145 Ky. 616; *Quackenbush v. Ford Motor Co.* (1915) 153 N. Y. S. 131; *MacPherson v. Buick Motor Co.* (1916) 111 N. E. (N. Y.) 1050; 25 YALE LAW JOURNAL, 679. The principal case follows the federal courts' decision in *Cadillac Motor Car Co. v. Johnson* (1915) 221 Fed. 801. It is also in accord with the English and American views as to carriages; but, as pointed out in 25 YALE LAW JOURNAL, 679, the analogy is by no means exact, since the modern automobile has so much greater possibilities of danger because of its great speed and power. It would seem reasonable to predict that the decision of the principal case will not be so generally followed as the more progressive New York doctrine.

F. W. D.

SALES—STOPPAGE IN TRANSITU—LIABILITY OF UNPAID VENDOR FOR FREIGHT.—BOOTH STEAMSHIP CO. LIM. V. CARGO FLEET IRON CO. LIM. (1916) 115 L. T. 199.—The defendants, vendors, upon learning of the buyers' insolvency, exercised their right of stoppage *in transitu* upon a cargo of iron rails shipped to Brazil, but repudiated all responsibility and refused

to direct the plaintiffs, carriers, as to what disposition to make of the rails. The plaintiffs sued to recover the full amount of the affreightment as if for completed passage, though the defendants were not parties to the contract of affreightment. *Held,* that the plaintiffs were entitled to recover full freight charges as damages for breach of the obligation to take possession and discharge the plaintiff's lien.

In the earlier stages of this peculiar procedure an effective exercise of the right of stoppage *in transitu* necessitated a regaining of physical possession of the goods, which in turn required a satisfaction of the carrier's lien as condition precedent. *Northey v. Lewis* (1798) 2 Esp. 613; *Snee v. Prescott* (1743) 1 Atk. 245. Subsequent relaxation of the rule permitted an unpaid vendor to deprive the vendee of the right to possession by mere notice to the carrier. *Oppenheim v. Russell* (1802) 3 Bos. & P. 42; *Rucker v. Donovan & Feiferlich* (1872) 13 Kan. 251; *Frame v. Oregon Liquor Co.* (1906) 48 Or. 272. In the jurisdiction of the principal case, the carrier's duty on receipt of such notice is not only not to deliver to the consignee but "to deliver to or according to the directions of the seller." Sales of Goods Act, Sec. 46, subsec. 2. The latter duty is of course incurred only upon satisfaction of his own lien for affreightment. The question is, then, is such satisfaction a right of the carrier's? Does the service of notice by the vendor involve a duty to pay the freight? If such a duty exists, it is clearly not contractual in character. On the other hand it is somewhat strained to say that the vendor has committed a tort. Of course the carrier has been damaged to the extent of losing affreightment charges from the consignee; but the notice which caused that loss was, at the time, legal. The better and shorter disposal of the case is to treat it as the deliberate creation of a common law debt; *i. e.,* simultaneously with the right of the vendor that the goods shall not be delivered to the consignee, and the correlative duty of the carrier not to deliver, there arises a corresponding duty on the part of the vendor to satisfy the carrier's lien for affreightment, and a correlative right of the carrier to be paid. There is not such an enrichment to the vendor as forms the basis of an ordinary quasi-contract; but by the notice to stop delivery, the vendor has deprived the carrier of his right against the consignee, and has created in himself the power of regaining property rights by paying freight charges. This power is valuable as a security, and may well be made the basis of a non-contract debt at common law.

R. L. S.

SLANDER—CHARGE OF PERSONAL IMMORALITY AGAINST A TEACHER—ACTIONABILITY PER SE.—JONES V. JONES (1916) 115 L. T. 432.—The respondent imputed immoral conduct on the part of the appellant, a schoolmaster, with a married woman. There was no evidence of special damage, or of reflection, other than the above statement, on the appellant in his professional capacity. *Held,* that the words were not actionable *per se.*

Words imputing immorality must be spoken of one in respect to his professional conduct or capacity in order to be actionable without show-